

RETURN DATE:

Midland Funding, LLC

Plaintiff,

VS

DONNA PIRRONE

Defendant.

Superior Court

Stamford Judicial District

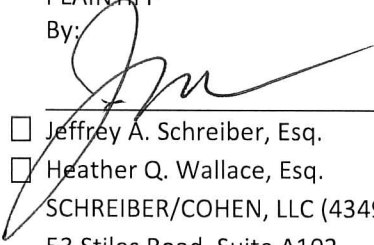
December 3, 2017

**NOTICE REGARDING FAIR DEBT COLLECTION PRACTICES ACT
SUBSEQUENT COMMUNICATIONS**

Pursuant to the United States Code, Title 15, Section 1692, *et seq.*, you are hereby notified that Counsel for Plaintiff is attempting to collect the debt which is the subject of the within action and any information obtained will be used solely for that purpose.

PLAINTIFF

By:


☐ Jeffrey A. Schreiber, Esq.

☐ Heather Q. Wallace, Esq.

SCHREIBER/COHEN, LLC (434988)

53 Stiles Road, Suite A102

Salem, NH 03079

800-423-8142

STATE OF CONNECTICUT

MIDLAND FUNDING LLC,

Plaintiff

-vs-

AFFIDAVIT OF MELISSA GROSBERG

DONNA PIRRONE,

Defendant(s).

Melissa Grosberg, whose business address is 16 McLeland Road Suite 101, St. Cloud, MN 56303, certifies and says:

1. I am employed as a Legal Specialist by MIDLAND CREDIT MANAGEMENT, INC. ("MCM") and have access to pertinent records for MCM, servicer of this account on behalf of MIDLAND FUNDING LLC. I am a competent person over eighteen years of age, and make the statements herein based upon personal knowledge of those account records maintained on Plaintiff's behalf. Plaintiff is the current owner of, and/or successor to, the obligation sued upon, and was assigned all the rights, title and interest to Defendant's COMENITY BANK account XXXXXXXXXXXXX2379 (hereinafter "the account"). I have access to and have reviewed the electronic records pertaining to the account maintained by MCM and am authorized to make this affidavit on Plaintiff's behalf. The electronic records reviewed consist of data acquired from the seller when Plaintiff purchased the account, together with records generated by MCM in connection with servicing the account since the date the account was purchased by Plaintiff. In addition, I reviewed the documents that are attached to this affidavit.
2. I am familiar with and trained on the manner and method by which MCM creates and maintains its business records pertaining to this account. The records are kept in the regular course of business. It was in the regular course of business for a person with knowledge of the act or event recorded to make the record or data compilation, or for a person with knowledge to transmit information thereof to be included in such record. In the regular course of business, the record or compilation is made at or near the time of the act or event.

AFFIDAVIT OF MELISSA GROSBERG - 1



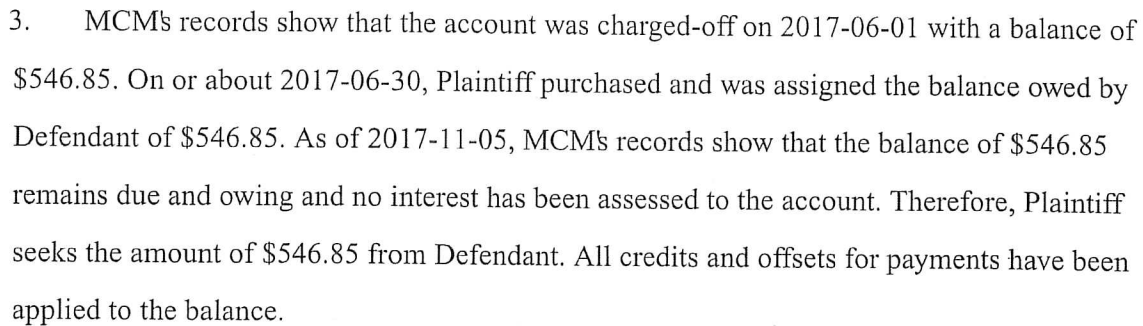


Exhibit C. Seller data sheet reflecting the individual account data extracted and printed from electronic records provided by the seller to MCM pursuant to the Bill of Sale/Assignment in connection with the sale of the account to Plaintiff

8. The accuracy of such documents is relied upon by Plaintiff and/or its servicer in purchasing and collecting this account. These records are trustworthy and relied upon because the original creditor was required to keep careful records of the account at issue in this case as required by law and/or suffer business loss.
9. MCM acquired and incorporated account records into its permanent business records as a result of Plaintiff's purchase of the account. These records are kept in the regular course of business on behalf of Plaintiff, and along with the electronic records provided at purchase, are Plaintiff's primary source of business records for this account.
10. The documents attached hereto are true and correct copies of the originals, being a reproduction of the records on file on behalf of Plaintiff based upon my review, except to the extent that confidential and privileged information and/or personal identifying information is omitted or redacted as required by local rules, and applicable state and federal law.
11. If called to testify as a witness thereon, I could and would competently testify as to all the facts stated herein.



I certify under penalty of perjury that the foregoing statements are true and correct.

NOV 20 2017

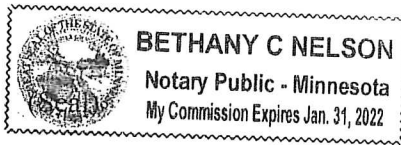
Date

Melissa Grosberg
Melissa Grosberg

STATE OF MINNESOTA

COUNTY OF STEARNS

Signed and sworn to (or affirmed) before me on NOV 20 2017 by Melissa Grosberg.



Bethany C. Nelson
Notary Public

NH7

Schreiber/Cohen, LLC

AFFIDAVIT OF MELISSA GROSBERG - 4



8576895914



AFFCOTMEDIA



4001980

Summary of account activity

Account no. [REDACTED]-2379

Previous balance	\$498.68
Payments	0.00
Other credits	0.00
Purchases	0.00
Other debits	0.00
Fees charged	37.00
Interest charged	11.17
New balance	\$546.85
Past due amount	143.00
Credit limit	\$0.00
Available credit	\$0.00
Statement closing date	06/01/2017
Days in billing cycle	31

Payment Information

New balance \$546.85
Minimum payment due \$170.00
Payment due date 06/27/2017

Late payment warning:

If we do not receive your minimum payment by 06/27/2017 you may have to pay up to a \$37.00 late fee.

Minimum payment warning: If you make only the minimum payment for each period, you will pay more in interest and it will take you longer to pay off your balances. For example:

If you make no additional charges using this card and each month you pay:	You will pay off the balance shown on the statement in about:	And you will end up paying an estimated total of:
Only the minimum payment	2 years	\$708

For information regarding credit counseling services, call 1-800-284-1706.

Details of your transactions

TRANS DATE	TRANSACTION DESCRIPTION/LOCATION	AMOUNT
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Fees

05/27/2017	LATE FEE	37.00
	Total fees charged for this period	\$37.00

Interest charged

	Interest charge on purchases	\$11.17
	Total interest for this period	\$11.17

2017 totals year to date

Total fees charged in 2017	\$222.00
Total interest charged in 2017	\$50.41

Interest charge calculation

Your Annual Percentage Rate (APR) is the annual interest rate on your account. See BALANCE COMPUTATION METHOD on page 2 for more details.

TYPE OF BALANCE	APR	BALANCE SUBJECT TO INTEREST RATE	INTEREST CHARGE
Purchases	25.7400% (v)	511.16 (DA)	11.17

Notice of changes to your account terms

The following is a summary of changes being made to your Account terms. These changes will take effect on 07/24/2017. For more information, see below.

Revised Terms, as of 07/24/2017

Late Payment Fee	Up to \$38
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(CONTINUED)

NOTICE: See reverse side for important information.
Please tear at perforation above

ANN TAYLOR

☐ Yes, I have moved or updated my e-mail address - see reverse.

|||||
DONNA PIRRONE
50 MARSHALL RIDGE RD
NEW CANAAN CT 06840-6136



Account number	[REDACTED]-2379
New balance	\$546.85
Minimum payment	\$170.00

99 4

Amount enclosed: Payment must reach us by 6 pm ET on 06/27/2017.



Please make check payable to:
COMENITY - ANN TAYLOR

Please return this portion along with your payment to:
PO BOX 659705
SAN ANTONIO TX 78265-9705



Exhibit A

*This program is provided by ANN INC. and its terms may be changed at any time. For full terms and conditions, visit comenity.net/loft.

**For birthday offer, Must have made a purchase in the last 12 months and be in good standing to receive this offer. Accounts opened in your birthday month or in the previous month will receive the birthday offer the following year if eligible.

*Subject to credit approval. Account must be in good standing at time of transaction. Cannot be used on prior purchases. Valid at Ann Taylor, annaylor.com, LOFT and loft.com only. Not valid at Ann Taylor Factory Store, LOFT Outlet, Lou & Gray or louandgrey.com.

Keep this portion for your records.

What To Do If You Think You Find A Mistake On Your Statement

If you think there is an error on your statement, write to us at: Comenity Bank PO Box 182782, Columbus, Ohio 43218-2782.

In your letter, give us the following information:

- **Account information:** Your name and account number.
- **Dollar amount:** The dollar amount of the suspected error.
- **Description of Problem:** If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us within 60 days after the error appeared on your statement.

You must notify us of any potential errors in writing. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

While we investigate whether or not there has been an error, the following are true:

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount. But, if we determine that we made a mistake, you will not have to pay the amount in question or any interest or other fees related to that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

Your Rights If You Are Dissatisfied With Your Credit Card Purchases

If you are dissatisfied with the goods or services that you have purchased with your credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase.

To use this right, all of the following must be true:

1. The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than \$50. (Note: Neither of these is necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.)

2. You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify.

3. You must not yet have fully paid for the purchase.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing at: Comenity Bank PO Box 182782, Columbus, Ohio 43218-2782.

While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay we may report you as delinquent.

HOW TO AVOID PAYING INTEREST. Your due date is at least 25 days after the close of each billing cycle. We will not charge you interest on purchases if you pay your entire balance by the due date each month. We will begin to charge interest on new purchases made under a Low APR, Equal Payment or Budget Payment Credit Plan from the date of purchase.

BALANCE COMPUTATION METHOD. We calculate interest separately for each balance using the method(s) described below. The two letters in parentheses next to the Balance Subject to Interest Rate column in the Interest Charge Calculation section on this statement corresponds to the following:

(DA) We figure the interest charge on this balance by applying the periodic rate to the "daily balance" for each day in the billing period. To get the "daily balance" we take the beginning balance each day, add any new transactions and fees and subtract any payments or credits (treating any net credit balance as a zero balance). This gives us the daily balance.

(MA) We figure the interest charge on this balance by applying the periodic rate to the "average daily balance" for the billing period. To get the "average daily balance" we take the beginning balance each day, add any new transactions and fees and subtract any unpaid interest charges and any payments or credits (treating any net credit balance as a zero balance). This gives us the daily balance. Then, we add up all the daily balances for the billing period and divide the total by the number of days in the billing period. This gives us the "average daily balance."

PAYMENTS. Pay your Account by the payment due date by the time listed below. If we do not receive your payment in a correct format (outlined below) it may not be credited to your Account for up to five days, or may be rejected. Also, your payment must reach us by the payment cutoff time that applies to the payment method you select.

Correct Format. Correct format for different payment methods include:

Mailing or Overnight: Send a personal check, money order, traveler's check or cashier's check payable in U.S. dollars, to the name and address shown on this Statement in the payment stub area containing your balance and minimum payment amount. Be sure to include your payment stub, do not staple or clip your payment to the stub, include your account number on your check, use the envelope provided with your Statement, send one payment with one payment stub and do not send any correspondence with your payment. You should overnight a payment to 6550 North Loop 1604 East, Suite 101, San Antonio, TX 78247-5004 and the additional format requirements are the same as other mailed payments unless there is a dispute, in which case you follow the Payments Marked "Paid In Full" section above. Do not send cash or gift certificates. **Pay By Phone:** You can call us toll free at 1-866-730-7902 (TDD/TTY: 1-800-695-1788) to make a payment by telephone, which may include a fee. **Online:** You can make a payment online at comenity.net/annaylor.

In-store: You can make payments in-store. **Payment Cutoff Times.** Payment cutoff times/deadlines for us to receive payments are by the due date on this Statement in the payment stub area at the following times: **Mailing and Overnight:** By 6:00 pm Eastern Time (ET); **Pay By Phone:** By 8:00 pm (ET); **Online:** By 8:00 pm (ET); and **In-store:** By the time the store closes at the location you make your payment.

CREDIT REPORTING. We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

NOTICE OF CREDIT REPORT DISPUTES

If you believe the account information we reported to a consumer reporting agency is inaccurate, you may submit a direct dispute to Comenity Bank PO Box 182789, Columbus, Ohio 43218-2789.

Your written dispute must provide sufficient information to identify the account and specify why the information is inaccurate:

- **Account Information:** Your name and account number
- **Contact Information:** Your address and telephone number
- **Disputed Information:** Identify the account information disputed and explain why you believe it is inaccurate
- **Supporting Documentation:** If available, provide a copy of the section of the credit report showing the account information you are disputing

We will investigate the disputed information and report the results to you within 30 days of receipt of the information needed for our investigation. If we find that the account information we reported is inaccurate, we will promptly provide the necessary correction to each consumer reporting agency to which we reported the information.

PAYMENTS MARKED "PAID IN FULL". All written communications regarding disputed amounts that include any check or other payment instrument marked with "payment in full" or similar language, must be sent to: 6550 North Loop 1604 East, Suite 101, San Antonio, TX 78247-5004.

DO NOT USE THE ENCLOSED REMITTANCE ENVELOPE.

-We may accept payment sent to any other address without losing any of our rights.

No payment shall operate as an accord and satisfaction without prior written approval.

CUSTOMER SERVICE. Visit comenity.net/annaylor or call 1-866-730-7902 (TDD/TTY 1-800-695-1788).

TELEPHONE MONITORING. To provide you with high-quality service, phone communication with us is monitored and/or recorded.

ADDITIONAL INFORMATION. The following designations, when appearing on the front of your statement, mean the following: V means variable rate (this rate may vary); WV INT PAY RQ means WAIVE INTEREST, PAYMENT REQUIRED; WV INT EQ PY means WAIVE INTEREST, EQUAL PAYMENT; WV INT LOW PMT means WAIVE INTEREST, LOW PAYMENT; DF INT PY RQ means DEFER INTEREST, PAYMENT REQUIRED; DF INT EQ PY means DEFER INTEREST, EQUAL PAYMENT; DF INT LOW PMT means DEFER INTEREST, LOW PAYMENT and LOW APR EQ PAY means LOW APR, EQUAL PAYMENT. If you have a variable rate account, your periodic rates may vary. You may pay all of your Account balance at any time without penalty.

Send all inquiries to: CUSTOMER SERVICE, PO Box 182273, Columbus, Ohio 43218-2273.

Send all bankruptcy notices and related correspondence to Comenity Bank Bankruptcy Department, PO Box 182125, Columbus, Ohio 43218-2125.

NOTICE ABOUT ELECTRONIC CHECK CONVERSION. When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.

New Information

Title (optional) _____ First Name _____ MI _____
Last Name _____ Soc. Sec. No. _____
Street Address _____
Apt. No. _____ RR _____ PO Box _____
City _____ State _____ Zip Code _____ Foreign Map Code _____
Home Phone _____ Work Phone _____
Email Address _____

Notice of changes to your account terms - continued

New Language for Your Agreement: The following language replaces the corresponding sections in your Credit Card/Credit Account Agreement for the Account referenced on this billing statement.

In **Section D (Interest, fees and charges)** under **Other fees and charges**, replace the corresponding bullets with the following:

- **Late Fee:** If you don't pay at least the Total Minimum Payment Due by the Payment Due Date, we will charge you a late fee.
 - The fee is \$27.00 if you were not charged a late fee during any of the prior six billing periods.
 - Otherwise, the fee is \$38.00.
 - This fee will never exceed the minimum payment due that was due immediately prior to the date on which the fee was assessed.

Exceptions to Effectiveness of Changes: If your Account is currently subject to special terms because you are enrolled in a Servicemembers Civil Relief Act (SCRA), Credit Counseling Services, Hardship, or other similar program offered or recognized by the Bank, changes described in this notice that are inconsistent with the special terms will not apply to your Account until you are no longer enrolled in such program.

REMINDER: Your Agreement provides that you agree to notify us immediately of any changes to your name, mailing address, electronic mail address or telephone number(s). Please sign in to Account Center today to check your information and provide any necessary updates.

If you have questions about this notice, or about your Account, please call us at the Customer Service number located on the back of this billing statement.

Additional important messages

REMINDER: To avoid interest on the Regular Revolving Credit Plan, pay your entire balance by the Payment Due Date each month.

IMPORTANT NOTICE – READ AND KEEP FOR YOUR RECORDS: We are amending your Credit Card Account Agreement effective immediately to further explain the Grace Period. Replace the first two bullets in the Interest Charges part of "Section D. Interest, fees and charges" (possibly called "Finance Charges") with the following:

Interest Charges

- Interest charges begin on a transaction, fee or interest from the day added to the daily balance and continue until the balance is paid in full.
- There is a Grace Period on Regular Revolving Credit Plan purchases. This means we will not charge interest on such purchases if you pay in full each billing period.
- We will not charge interest on any portion of a payment allocated to the Regular Revolving Credit Plan that is paid within an applicable Grace Period.

How can you take charge against ID Theft? Visit idtheft.gov to find out.



TAKE AN EXTRA 15% OFF YOUR ENTIRE PURCHASE
ON THE FIRST TUESDAY OF EVERY MONTH WHEN YOU
USE YOUR ANN TAYLOR CARD.*

VALID EXCLUSIVELY AT ANN TAYLOR, ANNTAYLOR.COM, LOFT, LOFT.COM

ANN TAYLOR

PAGE 1 OF 4

Summary of account activity

Account no.	-2379
Previous balance	\$0.00
Payments	0.00
Other credits	0.00
Purchases	242.27
Other debits	0.00
Fees charged	0.00
Interest charged	0.00
New balance	\$242.27
Past due amount	0.00
Credit limit	\$250.00
Available credit	\$7.73
Statement closing date	11/01/2016
Days in billing cycle	35

Payment information

New balance	\$242.27
Minimum payment due	\$27.00
Payment due date	11/27/2016

Late payment warning:

If we do not receive your minimum payment by 11/27/2016 you may have to pay up to a \$37.00 late fee.

Minimum payment warning: If you make only the minimum payment for each period, you will pay more in interest and it will take you longer to pay off your balances. For example:

If you make no additional charges using this card and each month you pay:	You will pay off the balance shown on the statement in about:	And you will end up paying an estimated total of:
Only the minimum payment	9 months	\$266

For information regarding credit counseling services, call 1-800-284-1706.

Account Questions? Need to make a payment? Want to know how to go paperless? Visit comenity.net/anntaylor or call 1-866-730-7902 (TDD/TTY 1-800-695-1788). Want to stay in the know with credit tips and news? Visit us at facebook.com/askcomenity or at twitter.com/askcomenity.

REWARDS SUMMARY

Earn 5 Reward points for every dollar spent in stores or online at Ann Taylor and LOFT.*

U.S. and Puerto Rico stores only, online purchases require U.S. shipping address. See Reverse.

As of Nov 02, 2016 you have 1,140 points and are 860 points away from your next Reward card!*

For up-to-date reward information, please visit comenity.net/anntaylor

You're just 860 points away from earning a Reward card.*

Details of your transactions

TRANS DATE	TRANSACTION DESCRIPTION/LOCATION	AMOUNT
10/02/2016	ANN TAYLOR PURCHASE - NEW CANAAN-CT - M WOVEN TOPS, M SPORT SKIRTS	242.27

Fees

Total fees charged for this period	\$0.00
------------------------------------	--------

Interest charged

Interest charge on purchases	\$0.00
Total interest for this period	\$0.00

2016 totals year to date	
Total fees charged in 2016	\$0.00
Total interest charged in 2016	\$0.00

NOTICE: See reverse side for important information.

Please tear at perforation above

ANN TAYLOR



Account number	-2379
New balance	\$242.27
Minimum payment	\$27.00

99 3

☐ Yes, I have moved or updated my e-mail address - see reverse.

Amount enclosed: Payment must reach us by 6 pm ET on 11/27/2016.



Please make check payable to:
COMENITY - ANN TAYLOR

DONNA PIRRONE
50 MARSHALL RIDGE RD
NEW CANAAN CT 06840-6136

Please return this portion along with your payment to:
PO BOX 659705
SAN ANTONIO TX 78265-9705



*This program is provided by ANN INC. and its terms may be changed at any time. For full terms and conditions, visit comenity.net/annntaylor

**For birthday offer, account must be in good standing and active within a 12 month period.

^Subject to credit approval. Account must be in good standing at time of transaction. Cannot be used on prior purchases. Valid at Ann Taylor, annntaylor.com, LOFT and loft.com only. Not valid at Ann Taylor Factory Store, LOFT Outlet, Lou & Grey or louandgrey.com.

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To use this right, all of the following must be true:

1. The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than \$50. (Note: Neither of those is necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services).
2. You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify.
3. You must not yet have fully paid for the purchase.

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While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay we may report you as delinquent.

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Correct Format. Correct format for different payment methods include:

Mailing or Overnight: Send a personal check, money order, traveler's check or cashier's check payable in U.S. dollars, to the name and address shown on this Statement in the payment stub area containing your balance and minimum payment amount. Be sure to include your payment stub, do not staple or clip your payment to the stub, include your account number on your check, use the envelope provided with your Statement, send one payment with one payment stub and do not send any correspondence with your payment. You should overnight a payment to 6550 North Loop 1604 East, Suite 101, San Antonio, TX 78247-5004 and the additional format requirements are the same as other mailed payments unless there is a dispute, in which case you follow the Payments Marked "Paid in Full" section above. Do not send cash or gift certificates. **Pay By Phone:** You can call us toll free at 1-866-730-7902 (Ann Taylor) or 1-866-907-5612 (LOFT/LOFT/TTY 1-800-695-1788) to make a payment by telephone, which may include a fee. **Online:** You can make a payment online at comenity.net/annntaylor (Ann Taylor) or comenity.net/annntaylorloft (LOFT). **In-store:** You can make payments in store.

Payment Cutoff Times. Payment cutoff times/deadlines for us to receive payments are by the due date on this Statement in the payment stub area at the following times: **Mailing and Overnight:** By 6:00 pm Eastern Time (ET); **Pay By Phone:** By 8:00 pm Eastern Time (ET); **Online:** By 8:00 pm (ET); and **In-store:** By the time the store closes at the location you make your payment.

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DO NOT USE THE ENCLOSED REMITTANCE ENVELOPE.

-We may accept payment sent to any other address without losing any of our rights.

-No payment shall operate as an accord and satisfaction without prior written approval.

CUSTOMER SERVICE. Visit comenity.net/annntaylor or call 1-866-730-7902 (TDD/TTY 1-800-695-1788).

TELEPHONE MONITORING. To provide you with high-quality service, phone communication with us is monitored and/or recorded.

ADDITIONAL INFORMATION. The following designations, when appearing on the front of your statement, mean the following: V means variable rate (this rate may vary); WV INT PAY RQ means WAIVE INTEREST, PAYMENT REQUIRED; WV INT EQ PY means WAIVE INTEREST, EQUAL PAYMENT; WV INT LOW PMT means WAIVE INTEREST, LOW PAYMENT; DF INT PY RQ means DEFER INTEREST, PAYMENT REQUIRED; DF INT EQ PY means DEFER INTEREST, EQUAL PAYMENT; DF INT LOW PMT means DEFER INTEREST, LOW PAYMENT and LOW APR EQ PY means LOW APR, EQUAL PAYMENT. If you have a variable rate account, your periodic rates may vary. You may pay all of your Account balance at any time without penalty.

Send all inquiries to: CUSTOMER SERVICE, PO Box 182273, Columbus, Ohio 43218-2273.

Send all bankruptcy notices and related correspondence to: Comenity Bank Bankruptcy Department, PO Box 182125, Columbus, Ohio 43218-2125.

NOTICE ABOUT ELECTRONIC CHECK CONVERSION. When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.

New Information

Title (optional) _____ First Name _____ MI _____
Last Name _____ Soc. Sec. No. _____
Street Address _____
Apt. No. _____ RR _____ PO Box _____
City _____ State _____ Zip Code _____ Foreign Map Code _____
Home Phone _____ Work Phone _____
Email Address _____



Join Our Email List

AND NEVER MISS OUT ON CARDMEMBER-ONLY SALES, SNEAK PEEKS, SPECIAL EVENTS,
AND SO MUCH MORE. VISIT ANNTAYLOR.COM/NEWCARDMEMBER TO SIGN UP.

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PAGE 3 OF 4

Interest charge calculation

Your Annual Percentage Rate (APR) is the annual interest rate on your account. See BALANCE COMPUTATION METHOD on page 2 for more details.

TYPE OF BALANCE	APR	BALANCE SUBJECT TO INTEREST RATE	INTEREST CHARGE
Purchases	25.2400% (v)	0.00 (DA)	0.00

Additional important messages

EARN Reward EVEN FASTER!* Add an authorized buyer to your credit card account and see how quickly your points can add up. Visit comenity.net/anntaylor to add an authorized buyer.

GO PAPERLESS and manage your account online!

With paperless billing, you receive an email reminder prior to your payment due date. Get started today by visiting comenity.net/anntaylor **STEP 1:** Sign in or register your account. **STEP 2:** Select Go Paperless and sign up.

Protect yourself against mail and phone consumer fraud.
<http://about.usps.com/publications/pub281/welcome.htm>



Paying on your account is as easy as 1-2-3!

- Mail payment to: Comenity Bank PO BOX 659705, SAN ANTONIO, TX 78265-9705
- Call to schedule a same-day payment* 1-866-730-7902 (TDD/TTY: 1-800-695-1788).
- To register or sign-in to your Account Center visit:
comenity.net/anntaylor

*An expedited payment fee up to \$9 may apply for same-day payments made with a representative.



ANN TAYLOR

THE ANN TAYLOR CREDIT CARD APP HAS ARRIVED
Never miss an opportunity to redeem your rewards.

How to get started

Let's make this the start of a lovely relationship.
Download the ANN TAYLOR CREDIT CARD app from the
App Store or Google Play, then register. (Then shop.)





TAKE AN EXTRA 15% OFF YOUR ENTIRE PURCHASE
ON THE FIRST TUESDAY OF EVERY MONTH WHEN YOU
USE YOUR ANN TAYLOR CARD. ^

VALID EXCLUSIVELY AT ANN TAYLOR, ANNTAYLOR.COM, LOFT, LOFT.COM

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PAGE 1 OF 4

Summary of account activity

Account no. [REDACTED]-2379

Previous balance	\$242.27
Payments	0.00
Other credits	0.00
Purchases	0.00
Other debits	0.00
Fees charged	27.00
Interest charged	5.17
New balance	\$274.44
Past due amount	27.00
Credit limit	\$250.00
Available credit	\$0.00
Statement closing date	12/01/2016
Days in billing cycle	30

Payment information

New balance	\$274.44
Minimum payment due	\$41.00
Payment due date	12/27/2016

Late payment warning:

If we do not receive your minimum payment by 12/27/2016 you may have to pay up to a \$37.00 late fee.

Minimum payment warning: If you make only the minimum payment for each period, you will pay more in interest and it will take you longer to pay off your balances. For example:

If you make no additional charges using this card and each month you pay:	You will pay off the balance shown on the statement in about:	And you will end up paying an estimated total of:
Only the minimum payment	11 months	\$308

For information regarding credit counseling services, call 1-800-284-1706.

REWARDS SUMMARY

Earn 5 Reward points for every dollar spent in stores or online at Ann Taylor and LOFT.*

U.S. and Puerto Rico stores only, online purchases require U.S. shipping address. See Reverse.

As of Dec 02, 2016 you have 1,140 points and are 860 points away from your next Reward card!*

For up-to-date reward information, please visit comenity.net/anntaylor

You're just 860 points away from earning a Reward card.*

Details of your transactions

TRANS DATE	TRANSACTION DESCRIPTION/LOCATION	AMOUNT
Fees		
11/27/2016	LATE FEE	27.00
	Total fees charged for this period	\$27.00
Interest charged		
	Interest charge on purchases	\$5.17
	Total interest for this period	\$5.17

2016 totals year to date

Total fees charged in 2016	\$27.00
Total interest charged in 2016	\$5.17

Interest charge calculation

Your Annual Percentage Rate (APR) is the annual interest rate on your account. See BALANCE COMPUTATION METHOD on page 2 for more details.

TYPE OF BALANCE	APR	BALANCE SUBJECT TO INTEREST RATE	INTEREST CHARGE
Purchases	25.2400% (v)	249.22 (DA)	5.17

NOTICE: See reverse side for Important Information.
Please tear at perforation above

ANN TAYLOR



Account number	[REDACTED]-2379
New balance	\$274.44
Minimum payment	\$41.00

99 3

☐ Yes, I have moved or updated my e-mail address - see reverse.

Amount enclosed: Payment must reach us by 6 pm ET on 12/27/2016.



Please make check payable to:
COMENITY - ANN TAYLOR

Please return this portion along with your payment to:
PO BOX 659705
SAN ANTONIO TX 78265-9705



DONNA PIRONE
50 MARSHALL RIDGE RD
NEW CANAAN CT 06840-6136



*This program is provided by ANN INC. and its terms may be changed at any time. For full terms and conditions, visit comenity.net/anntaylor

**For birthday offer, account must be in good standing and active within a 12 month period.

^Subject to credit approval. Account must be in good standing at time of transaction. Cannot be used on prior purchases. Valid at Ann Taylor, anntaylor.com, LOFT and loft.com only. Not valid at Ann Taylor Factory Store, LOFT Outlet, Lou & Grey or louandgrey.com.

Keep this portion for your records.

What To Do If You Think You Find A Mistake On Your Statement

If you think there is an error on your statement, write to us at: Comenity Bank PO Box 182782, Columbus, Ohio 43218-2782.

In your letter, give us the following information:

- **Account information:** Your name and account number.
- **Dollar amount:** The dollar amount of the suspected error.
- **Description of Problem:** If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us within 60 days after the error appeared on your statement.

You must notify us of any potential errors *in writing*. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

While we investigate whether or not there has been an error, the following are true:

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount. But, if we determine that we made a mistake, you will not have to pay the amount in question or any interest or other fees related to that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

Your Rights If You Are Dissatisfied With Your Credit Card Purchases

If you are dissatisfied with the goods or services that you have purchased with your credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase.

To use this right, all of the following must be true:

1. The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than \$50. (Note: Neither of these is necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services).
2. You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify.
3. You must not yet have fully paid for the purchase.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us *in writing* at: Comenity Bank PO Box 182782, Columbus, Ohio 43218-2782.

While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay we may report you as delinquent.

HOW TO AVOID PAYING INTEREST. Your due date is at least 25 days after the close of each billing cycle. We will not charge you interest on purchases if you pay your entire balance by the due date each month. We will begin to charge interest on new purchases made under a Low APR, Equal Payment or Budget Payment Credit Plan from the date of purchase.

BALANCE COMPUTATION METHOD. We calculate interest separately for each balance using the method(s) described below. The two letters in parentheses next to the Balance Subject to Interest Rate column in the Interest Charge Calculation section on this statement corresponds to the following:

(DA) We figure the interest charge on this balance by applying the periodic rate to the "daily balance" for each day in the billing period. To get the "daily balance" we take the beginning balance each day, add any new transactions and fees and subtract any payments or credits (treating any net credit balance as a zero balance). This gives us the daily balance.

(MA) We figure the interest charge on this balance by applying the periodic rate to the "average daily balance" for the billing period. To get the "average daily balance" we take the beginning balance each day, add any new transactions and fees and subtract any unpaid interest charges and any payments or credits (treating any net credit balance as a zero balance). This gives us the daily balance. Then, we add up all the daily balances for the billing period and divide the total by the number of days in the billing period. This gives us the "average daily balance."

PAYMENTS. Pay your Account by the payment due date by the time listed below. If we do not receive your payment in a correct format (outlined below) it may not be credited to your Account for up to five days, or may be rejected. Also, your payment must reach us by the payment cutoff time that applies to the payment method you select.

Correct Format. Correct format for different payment methods include:

Mailing or Overnight: Send a personal check, money order, traveler's check or cashier's check payable in U.S. dollars, to the name and address shown on this Statement in the payment stub area containing your balance and minimum payment amount. Be sure to include your payment stub, do not staple or clip your payment to the stub, include your account number on your check, use the envelope provided with your Statement, send one payment with one payment stub and do not send any correspondence with your payment. You should overnight a payment to 6550 North Loop 1604 East, Suite 101, San Antonio, TX 78247-5004 and the additional format requirements are the same as other mailed payments unless there is a dispute, in which case you follow Taylor or 1-866-907-5612 (LOFT)(TDD/TTY 1-800-695-1788) to make a payment by telephone. **Pay By Phone:** You can call us toll free at 1-866-730-7902 (Ann online at comenity.net/anntaylor (Ann Taylor) or comenity.net/anntaylorloft (LOFT)). **In-store:** You can make payments in the payment stub area at the following times: **Mailing and Overnight:** By 6:00 pm Eastern Time (ET); **Pay By Phone:** By 8:00 pm Eastern Time (ET); **Online:** By 8:00 pm (ET); and **In-store:** By the time the store closes at the location you make your payment.

CREDIT REPORTING. We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

NOTICE OF CREDIT REPORT DISPUTES

If you believe the account information we reported to a consumer reporting agency is inaccurate, you may submit a direct dispute to Comenity Bank PO Box 182789, Columbus, Ohio 43218-2789.

Your written dispute must provide sufficient information to identify the account and specify why the information is inaccurate:

- **Account Information:** Your name and account number
- **Contact Information:** Your address and telephone number
- **Disputed Information:** Identify the account information disputed and explain why you believe it is inaccurate
- **Supporting Documentation:** If available, provide a copy of the section of the credit report showing the account information you are disputing

We will investigate the disputed information and report the results to you within 30 days of receipt of the information needed for our investigation. If we find that the account information we reported is inaccurate, we will promptly provide the necessary correction to each consumer reporting agency to which we reported the information.

PAYMENTS MARKED "PAID IN FULL". All written communications regarding disputed amounts that include any check or other payment instrument marked with "payment in full" or similar language, must be sent to: 6550 North Loop 1604 East, Suite 101, San Antonio, TX 78247-5004.

DO NOT USE THE ENCLOSED REMITTANCE ENVELOPE.

-We may accept payment sent to any other address without losing any of our rights.

-No payment shall operate as an accord and satisfaction without prior written approval.

CUSTOMER SERVICE. Visit comenity.net/anntaylor or call 1-866-730-7902 (TDD/TTY 1-800-695-1788).

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New Information

Title (optional) _____ First Name _____ MI _____
Last Name _____ Soc. Sec. No. _____
Street Address _____
Apt. No. _____ RR _____ PO Box _____
City _____ State _____ Zip Code _____ Foreign Map Code _____
Home Phone _____ Work Phone _____
Email Address _____



Join Our Email List

AND NEVER MISS OUT ON CARDMEMBER-ONLY SALES, SNEAK PEEKS, SPECIAL EVENTS,
AND SO MUCH MORE. VISIT ANN TAYLOR.COM/NEWCARDMEMBER TO SIGN UP.

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PAGE 3 OF 4

Additional important messages

In case you've overlooked it, we want to remind you that we have not received the minimum payment due. If you've already made your payment, thank you. If not, you can simply visit our online Payment Help Center today at comenity.net/paymenthelp to schedule your payment, or to make a payment over the phone using your bank account, call 1-866-214-6960 (TDD/TTY 1-800-695-1788). We value you as a customer and want to thank you for your business.

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Protect yourself against mail and phone consumer fraud.
<http://about.usps.com/publications/pub281/welcome.htm>



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Never miss an opportunity to redeem your rewards.

How to get started

Let's make this the start of a lovely relationship.

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App Store or Google Play, then register. (Then shop.)



EXHIBIT A

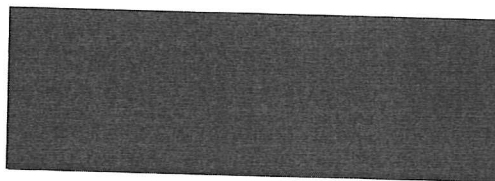
BILL OF SALE

Comenity Bank ("Seller"), for value received and pursuant to the terms and conditions of Credit Card Account Purchase Agreement dated May 16, 2017 between Seller and Midland Funding LLC ("Purchaser"), its successors and assigns ("Credit Card Account Purchase Agreement"), hereby assigns effective as of the Closing Date of June 30, 2017 all rights, title and interest of Seller in and to those Charged-off Accounts described in Exhibit 1 (Asset Schedule) attached hereto and made part hereof for all purposes.

The information contained in the Sale File (collectively, "Seller's Accounts Information") is true and complete as of the Closing Date. Further, all of the information contained in Seller's Accounts Information (a) constitutes Seller's own business records regarding the Accounts and (b) accurately reflects in all material respects the information about the Accounts in Seller's possession. All of Seller's Accounts Information has been kept in the regular course of Seller's business, and was made or compiled at or near the time of the event and recorded by (or from information transmitted by) a person (i) with knowledge of the data entered into and maintained in Seller's business records, or (ii) who caused the data to be entered into and maintained in Seller's business records.



Amounts due to Seller by Purchaser hereunder shall be paid in U.S. Dollars by a wire transfer to be received by Seller on June 30, 2017 (the "Closing Date") by 5:30 p.m. Eastern Time, as follows:



This Bill of Sale is executed without recourse except as stated in the Credit Card Account Purchase Agreement to which this is an Exhibit. No other representation of or warranty of title or enforceability is expressed or implied.

COMENITY BANK

By: Randy I. Rading
Date: July 10, 2017
Title: CFO

MIDLAND FUNDING LLC

By: [Signature]
Date: 06/30/17
Title: SVP, Business Dev.

EXHIBIT 1 TO BILL OF SALE

ASSET SCHEDULE

The individual Charged-off Accounts transferred pursuant to the Credit Card Account Purchase Agreement and Bill of Sale are described in the electronic file named [REDACTED] delivered by Comenity Bank to Midland Funding LLC on June 26, 2017, and summarized in the table immediately below (the "Sale File").

Lot	Sale ID	# of Charged-off Accounts	Aggregate Unpaid Balance	Percent	File Creation Date
		[REDACTED]			6/26/17

PORTFOLIO LEVEL AFFIDAVIT OF SALE BY ORIGINAL CREDITOR

STATE OF: Delaware
COUNTY OF: New Castle

I, Randy J. Remy, being duly sworn, deposes and says:

1. I am over 18 and not a party to this action. I am CEO of Comenity Bank. In that capacity, I am a custodian of certain books and records of Comenity Bank and certain of its subsidiaries and affiliates (altogether, "Seller"), and am aware of the process of the sale and assignment of electronically stored business records.
2. Comenity Bank owns certain accounts, and maintains and records information in the records as they relate to such accounts. I am authorized to make the statements and representations set forth in this affidavit on behalf of Comenity Bank. The statements set forth herein are true and correct to the best of my knowledge, information, and belief, based on either personal knowledge or review of the business records of Seller.
3. As a custodian of records for Comenity Bank my duties include having knowledge of, and access to, business records relating to the Accounts (as defined below). These records are kept by Comenity Bank in the regular course of business, and it was in the regular course of business of Comenity Bank, for an employee or representative with personal knowledge of the act, event, condition, or opinion recorded to make memorandum or records or to transmit information thereof to be included in such memorandum or records; and that the records were made at or near the time of the act and/or event recorded or reasonably soon thereafter.
4. On or about 6/30/17 Comenity Bank, Seller sold (or caused to be sold) a pool of charged-off accounts (the "Accounts") to Midland Funding, LLC ("Buyer"). Pursuant to the sale, Seller sold, transferred, assigned, conveyed, granted, bargained, set over and delivered to Buyer and its successors and assigns, good and marketable title to the Accounts and any unpaid balance free and clear of any encumbrance, equity, lien, pledge, charge, claim or security interest. I am not aware of any errors in the Accounts.
5. In connection with the sale of the Accounts, electronic and other records were transferred to or otherwise made available to the Buyer (the "Transferred Records"). The Transferred Records are kept by Comenity Bank in the regular course of business, and it was in the regular course of business of Comenity Bank for an employee or representative with personal knowledge of the act, event, condition, or opinion recorded to make memorandum or records or to transmit information thereof to be included in such memorandum or records; and that the records were made at or near the time of the act and/or event recorded or reasonably soon thereafter. To the extent that the Transferred Records include records that were prepared by a third party, they are records that were incorporated into the records of Comenity Bank as a business record and the accuracy of such records are relied upon by Comenity Bank in the regular course of business.

6. The above statements are true to the best of my knowledge.

FURTHER AFFIANT SAYETH NOT.

Signed this 10th day of July, 2017.

Randy I. Redcay

Randy Redcay (AFFIANT NAME)
Comenity Bank

Subscribed and sworn to before me this 10 day of July, 2017, by Randy Redcay, an employee of Comenity Bank

Mashiya Y Williams
Notary Public

MASHIYA Y WILLIAMS
Notary Public
State of Delaware
My Commission Expires on March 10, 2019

CERTIFICATE OF CONFORMITY

STATE OF DELAWARE
CITY OF NEW CASTLE

The undersigned does hereby certify that he/she is an attorney at law duly admitted to practice in the State of Delaware and is a resident of New Castle, in the State of Delaware; that he/she is a person duly qualified to make this certificate of conformity pursuant to the laws of the State of Delaware; that the foregoing acknowledgment by Randy Redcay named in the foregoing instrument taken before Mashiya Y. Williams a notary in the State of Delaware was taken in the manner prescribed by such laws of the State of Delaware, being the State in which it was taken; and that it duly conforms with such laws and is in all respects valid and effective in such state.

8-3-17
Date



Attorney at law for the State of Delaware

Field	Field Data
PRIMARY-ACCT-NO	[REDACTED] 379
FIRST-NAME	DONNA
LAST-NAME	PIRRONE
STR-ADDR-1	50 MARSHALL RIDGE RD
CITY	NEW CANAAN
STATE	CT
ZIP-CODE	6840
HOME-PHONE	[REDACTED] 2035727278
WORK-PHONE	0
SSN	*****8038
OPEN-DATE	8/31/2016
WRITE-OFF-DATE	6/1/2017
LAST-PYMT-DATE	1/1/9999
LAST-PYMT-AMT	0
LAST-PRCH-DATE	10/2/2016
LAST-PRCH-AMT	242.27
BIRTH-DATE	[REDACTED]
WRITE-OFF-AMT	546.85
BAL-ALL-PLANS	546.85
ACCT-ID	[REDACTED]

Data printed from electronic records provided by COMENITY BANK pursuant to the Bill of Sale / Assignment of Accounts transferred on or about 06/30/2017 in connection with the sale of accounts from COMENITY BANK to Midland Funding, LLC.

